

# MEMORANDUM

Agenda Item No. 7(D)(1)(C)

**TO:** Hon. Chairperson Barbara Carey-Schuler, Ed.D  
and Members, Board of County Commissioners

**DATE:** April 13, 2004

**SUBJECT:** Resolution Authorizing the County Manager to Receive and Expend Funds from Citizens for A Better South Florida, Inc. to Provide Environmental Education Regarding Biscayne Bay

**FROM:** George M. Burgess  
County Manager



## **RECOMMENDATION**

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute a Memorandum of Agreement (MOA) to accept up to \$16,179.75 in payment from Citizens for a Better South Florida, Inc. to Miami-Dade County. Said payment will be made in exchange for work performed by Miami-Dade County for South Florida Water Contract # C-13406, a contract held between Citizens for a Better South Florida, Inc. (Citizens) and the South Florida Water Management District (SFWMD). This MOA will allow Miami-Dade County to receive payment from Citizens on a reimbursement basis and will remain in effect until December 31, 2004.

## **BACKGROUND**

South Florida Water Contract # C-13406 was issued by the South Florida Water Management District (SFWMD) to Citizens for a Better South Florida, Inc. (Citizens) to produce deliverables related to Biscayne Bay education. The education is directed at 5 stakeholder groups: tourists, direct users / boaters, elected officials, general public/minority groups, teachers / students (educational / academic). The groups are to be reached through special events, experiential learning opportunities (e.g. field trips, workshops), public forums, through the media, signage and direct mail. The educational "message" varies and includes things like vessel access and traffic, boating safety, public access, and land use issues.

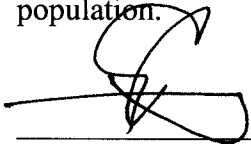
The Florida Legislature appropriated more than a half of a million dollars in FY02 and FY03 towards Biscayne Bay projects relating to education, outreach, and access. The entities which have received or which will be receiving this funding, Trust for Public Land (TPL), Citizens, the SFWMD, and Florida Atlantic University (FAU), are coordinating their efforts so that this funding can be leveraged and therefore maximized. These entities are also working together to produce individual results that fit together as a larger public awareness effort. This effort includes making the public aware of the Bay and the need to protect it (marketing), expanding and/or creating hands-on education programming to engage people in Bay restoration, enhancement and protection (education/outreach), and expanding or enhancing structural access points to make the Bay available to all segments of the population (access). The name of this joint effort is called the Biscayne Bay Environmental Education Alliance (BBEEA).

Hon. Chairperson Barbara Carey-Schuler, Ed.D  
and Members, Board of County Commissioners  
Page 2

The target audiences identified by the SFWMD and BBEEA include: public officials, educators/students, tourists, direct users of the Bay with an emphasis on boaters, and the general public with an emphasis on minorities (more than 70% of Miami-Dade County residents are members of a minority group).

Since its creation, the Miami-Dade County Department of Environmental Resources Management's Office of Sustainable Environment and Education (OSEE) has sought new and innovative ways to promote the responsible use of Miami-Dade County's natural resources and to teach both visitors and residents about the unique and sensitive features of our local environment. Miami-Dade County is pleased to be able to assist Citizens and the SFWMD in providing Bay-related environmental education to Miami-Dade County citizens and visitors. Miami-Dade County is especially interested in providing environmental education opportunities to minority group members, and participation in this initiative facilitates this goal.

Approval of the attached resolution and subject agreement will allow Miami-Dade County to perform certain tasks for the BBEEA and enable reimbursement for work performed for South Florida Water Contract # C-13406. Successful implementation of this contract will provide valuable environmental education to many user groups, including under-served segments of our population.



Assistant County Manager

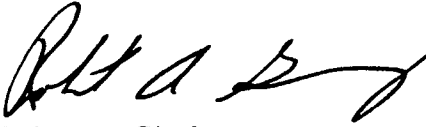


# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** April 13, 2004

**FROM:**   
Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(D)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(D)(1)(C)  
4-13-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY  
MANAGER TO EXECUTE AN AGREEMENT  
TO RECEIVE AND EXPEND FUNDS FROM  
CITIZENS FOR A BETTER SOUTH FLORIDA,  
INC.; PROVIDING FOR ENVIRONMENTAL  
EDUCATION RELATING TO BISCAYNE BAY  
PURSUANT TO SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT CONTRACT # C-  
13406

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board authorizes the attached Memorandum of Agreement between Citizens for a Better South Florida, Inc. and Miami-Dade County, in substantially the form of the agreement attached hereto and made a part hereof, to provide for the joint implementation of activities and projects associated with the South Florida Water Management District Contract # C-13406 and authorizes reimbursement of funds not to exceed \$16,179.75 for Miami-Dade County for implementation of said activities and projects as described in the attached Agreement and Contract; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, to expend any and all monies received for the purpose described in the funding request, and to exercise the cancellation and renewal provisions contained herein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency



Peter S. Tell

By: \_\_\_\_\_  
Deputy Clerk

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between Citizens for a Better South Florida, Inc. (hereinafter "CITIZENS" ") and Miami-Dade County, a political Subdivision of the State of Florida (hereinafter "MDC").

## ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, the COUNTY seeks to promote the responsible use of natural resources and to teach both visitors and residents about the unique and sensitive features of our local environment through environmental education; and

WHEREAS, Citizens for a Better South Florida, Inc. is a local non-profit committed to creating new and innovative environmental education and outreach strategies for the South Florida community, with a special emphasis on providing environmental education to Spanish-speaking residents and tourists; and

WHEREAS, Citizens for a Better South Florida, Inc. and Miami-Dade County have partnered together for South Florida Water Management District's (hereinafter SFWMD) South Florida Water Contract # C-13406 (hereinafter the Contract).

NOW THEREFORE, in consideration of these premises and mutual agreements contained herein, the parties agree as follows:

## ARTICLE II. STATEMENT OF WORK

### A. MDC RESPONSIBILITIES

- 1) Implementation of Program: MDC shall be responsible for expeditiously implementing its specified activities in accordance with the deadlines established by CITIZENS.
  - a) MDC shall be solely responsible for completing the specified tasks as required and shall provide to CITIZENS, in a timely manner, all the necessary documentation related to receipts and expenditures, status of work, and materials produced. CITIZENS, acting as program administrator, will forward this information to any necessary parties along with copies of any necessary documentation from MDC.
  - b) MDC shall be solely responsible for scheduling, hiring and payment of personnel needed for task implementation and administration.
  - c) MDC shall partner with CITIZENS in promoting Biscayne Bay Environmental Education.
  - d) MDC shall assist in implementing recommendations from SFWMD Contract #C-13406 regarding Biscayne Bay Education.

- e) MDC shall provide the use of Biscayne Bay data and studies when requested by CITIZENS.
  - f) MDC shall print mutually-agreed upon materials developed by CITIZENS for SFWMD Contract #C-13406 and will provide mutually-agreed upon television assistance through its outreach programs.
  - g) Staff members, including an Environmental Resources Project Supervisor, will assist as necessary with projects related to SFWMD Contract #C-13406 until hours worked total \$16,179.75
- 
- 2) Preparation and submission of reports: MDC shall provide CITIZENS with documentation and reports as specified in Article V of this agreement. CITIZENS shall forward this information to any necessary parties along with copies of required documentation. CITIZENS shall have permission to distribute MDC reports to any parties of its choosing.
  - 3) Payment of funds: MDC shall provide Citizens with all information and required paperwork needed to obtain reimbursements. Upon receipt of funds from SFWMD, CITIZENS shall reimburse MDC for all costs associated with assigned tasks, not to exceed \$16,179.75. This shall include payments for tasks and projects outlined in this Agreement and contained in the Contract hereto, including: salaries and fringe benefits for employees for time spent working on allowable projects, costs for travel associated with implementation of tasks, and miscellaneous other expenses associated with the organization and implementation of project activities.
  - 4) Maintenance of Records: MDC shall keep accounting records which conform with generally accepted accounting principles. These records shall include, but not be limited to, a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as reasonably necessary. All such records will be retained by MDC for not less than five (5) years beyond the term of this Agreement.
  - 5) Access to Records: MDC shall provide access to all of its records and agrees to provide such assistance as may be necessary to facilitate their review by CITIZENS (when deemed necessary by Citizens) to insure compliance with accounting and financial standards. Every six months, MDC shall provide CITIZENS an accounting of all expenditures related to the project. CITIZENS shall have the right to access all records for not less than five (5) years beyond the term of this Agreement. MDC shall make all records or documents which relate to this Agreement available to CITIZENS during regular business hours.
  - 6) Preparation and Submission of Financial Reports: Quarterly financial reports shall be generated by MDC, if requested, and provided to CITIZENS for distribution to any parties of its choosing. The MDC report shall include a summary of all activities performed under the Agreement, and all costs associated with these activities and services.

## B. CITIZENS RESPONSIBILITIES

- 1) Implementation of Project. CITIZENS shall administer this grant project.
  - a) CITIZENS, acting as program administrator, shall forward MDC reports, reimbursement requests, and other documents, prepared as specified in Article V of this Agreement, as necessary to SFWMD. CITIZENS shall provide MDC with a copy of South Florida Water Contract #C-13406 and information regarding CITIZENS' administrative activities associated with the Contract. CITIZENS shall have permission to distribute MDC reports to any parties of their choosing.
- 2) Payment of funds from CITIZENS: Upon receipt of proper invoices from MDC and completion of associated deliverable, CITIZENS shall forward all pertinent documents and deliverable to SFWMD for reimbursement. MDC shall be paid within two weeks after CITIZENS receives payment from SFWMD. MDC may be reimbursed for all costs associated with designated tasks, as outlined in this Agreement, not to exceed \$16,179.75.
- 3) Maintenance of Records: CITIZENS shall keep accounting records in conformance with generally accepted accounting principles which shall include a cash receipt journal, general ledger, and all such subsidiary ledgers as reasonably necessary. All such records shall be retained by CITIZENS for not less than five (5) years beyond the term of this Agreement.
- 4) Access to Records: CITIZENS shall provide access to all of its records and agrees to provide assistance as may be necessary to facilitate their review by MDC (when deemed necessary) to insure compliance with accounting and financial standards. MDC shall have the right to access all records for not less than five (5) years beyond the term of this Agreement. The MDC shall make all records or documents which relate to this Agreement available at the MDC's offices during regular business hours.

## ARTICLE III. TERMS OF AGREEMENT

This Agreement shall continue until December 31, 2004 , unless extended by mutual written agreement of all parties.

## ARTICLE IV. KEY OFFICIALS

An Environmental Project Supervisor from MDC shall act as the authorized representative from MDC with regard to the technical scope of this Agreement. The Project Supervisor shall provide written notice to CITIZENS of any change in authorized technical representative within two (2) weeks of such change.

The Treasurer of CITIZENS will provide review and approval of terms of all agreements and will exercise the authority to approve conduct of cooperative projects, contracting authority, and fiscal control regarding CITIZENS. CITIZENS shall provide written notice to MDC of any change in key officials within two (2) weeks of such change.



## ARTICLE V. REPORTS

Data summaries and/or reports will be generated by MDC as required by CITIZEN'S and SFWMD's South Florida Water Contract #C-13406 and this Memorandum. MDC shall provide CITIZENS with all information and required paperwork needed to obtain reimbursements. All reports shall be submitted first to CITIZENS and then forwarded by CITIZENS to SFWMD.

## ARTICLE VI. AMENDMENT

This Agreement may be amended upon mutual written agreement of both parties.

## ARTICLE VII. TERMINATION

(a) This Agreement shall terminate automatically upon the termination date listed in this Contract unless the same is extended by mutual written agreement of all parties prior to the date of expiration.

(b) MDC or Citizens may terminate this Agreement at any time by providing sixty (60) days written notice to the other parties. Miami-Dade County shall complete all work for which principal monies have been remitted by Citizens prior to the date of termination of this Agreement. Principal monies for any such work which is not completed by Miami-Dade County within one (1) year after termination of this Agreement shall be reimbursed to Citizens.

## ARTICLE VIII. REQUIRED CLAUSES

"During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin."

"No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit."

## ARTICLE IX. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the MDC:  
John W. Renfrow, P.E., Director  
c/o Susannah Troner  
Department of Environmental Resources Management  
33 S.W. 2nd Avenue  
Miami, Florida 33130

As to CITIZENS:  
Arsenio Millian,, President  
c/o Mario Yanez  
Citizens for a Better South Florida, Inc.  
2025 SW 32 Avenue  
Miami, FL 33145

or to such other address as may hereafter be provided by the parties in writing. Notice by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

#### ARTICLE X. VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation hereunder shall be brought in the applicable state or federal court in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

Citizens for a Better South Florida, Inc.

By: \_\_\_\_\_  
Arsenio Millian  
President  
Date

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
George M. Burgess  
County Manager  
Date

Attest:

\_\_\_\_\_  
By: Deputy Clerk